



REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Transport Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Transports Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT
CE DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Transports Canada
Services des marchés et du matériel
A/S Salle du courrier, pièce 2036
700, place Leigh-Capreol
Dorval (Québec)
H4Y 1G7

Solicitation Closes - L'invitation prend fin

At - à :
2:00 PM - 14:00

On - le :
2021-07-26

Time Zone - Fuseau Horaire :
Eastern Daylight Time (EDT)

Title - Sujet Mechanical Maintenance Dorval - Entretien mécanique Dorval	
Solicitation No. / N° de l'invitation T3125-200016	Date of Solicitation / Date de l'invitation 2021-06-14
Address enquiries to: - Adresser toute demande de renseignements à : Nabil Hamdane Telephone No. - N° de telephone E-Mail Address - Courriel 514-242-2449 nabil.hamdane@tc.gc.ca	
Destination Transport Canada Facilities management 700, place Leigh-Capreol, Dorval, Québec H4Y 1G7	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required OR requested / Livraison exigée OR demandée	Delivery offered / Livraison proposée
Vendor/Firm Name and Address / Raison sociale et adresse du fournisseur/de l'entrepreneur	
Person authorized to sign on behalf of Vendor/Firm (type or print): / La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :	
Name - Nom	Title - Titre
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

- A. The bid solicitation is divided into seven parts plus attachments and annexes, as follows:
- Part 1 General Information: provides a general description of the requirement;
 - Part 2 Bidder Instructions: provides the instructions, clauses, and conditions applicable to the bid solicitation;
 - Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
 - Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
 - Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
 - Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
 - Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.
- B. The Annexes include the Statement of Work, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements and the task Authorization form.

1.2 Summary

1.2.1 Description

- A. Transport Canada is currently seeking a Contractor who can provide the services of a team for the operations, maintenance and minor repairs to the building while ensuring the continued availability of the operational, IT and administrative activities at its regional office at 700 Place Leigh-Capreol, Dorval, Québec H4Y 1G7.
- (i) Facilities management;
 - (ii) This contract will cover a 1-year period with the possibility of 4 option years.
 - (iii) 700 Place Leigh-Capreol, Dorval, Québec H4Y 1G7.

1.2.2 Security Requirements

- A. There are security requirements associated with this requirement. For additional information, consult Part 6, Security, Financial and Other Requirements, and Part 7, Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2.3 Site Visit

- A. There is a mandatory site visit associated with this requirement where personnel security screening is required. Consult Part 2, Bidder Instructions.

1.2.4 The Federal Contractors Program (FCP) for Employment Equity

- A. The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5, Certifications and Additional Information, Part 7, Resulting Contract Clauses, and the attachment titled “Federal Contractors Program for Employment Equity - Certification”.

1.3 Debriefings

- A. Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses, and Conditions

- A. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.
- B. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- C. The [2003](#) (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
- (i) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
 - d. send its bid only to the Transport Canada location specified on page 1 of the bid solicitation;
 - (ii) Section 05, Submission of bids, subsection 4, is amended as follows:
 - Delete: 60 days
 - Insert: 120 days
 - (iii) Section 20, Further information, subsection 2, is deleted in its entirety.

2.2 Submission of Bids

- A. Bids must be submitted only to Transport Canada by the date, time, and place indicated on page 1 of the bid solicitation.
- B. Due to the nature of the bid solicitation, bids transmitted by facsimile or by email will not be accepted.

2.2.1 Transmission by E-mail

- A. Due to the nature of the bid solicitation, bids transmitted by e-mail will not be accepted.

2.2.2 Transmission par epost Connect

A. Due to the nature of the bid solicitation, bids submitted through epost Connect will not be accepted.

2.3 Former Public Servant

A. Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

2.3.1 Definitions

A. For the purposes of this clause:

- (i) "Former public servant" is any former member of a department as defined in the *Financial Administration Act* (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:
 - (a) An individual;
 - (b) An individual who has incorporated;
 - (c) A partnership made of former public servants; or
 - (d) A sole proprietorship or entity where the affected individual has a controlling or major interest in the entity;
- (ii) "Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner; and
- (iii) "Pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

2.3.2 Former Public Servant in Receipt of a Pension

A. As per the above definitions, is the Bidder a FPS in receipt of a pension?

() Yes

() No

B. If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

(i) Name of former public servant; and

(ii) Date of termination of employment or retirement from the Public Service.

- C. By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01 \(https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html\)](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html) and the [Guidelines on the Proactive Disclosure of Contracts \(http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676§ion=text\)](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676§ion=text).

2.3.3 Work Force Adjustment Directive

- A. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?
- () Yes
- () No
- B. If so, the Bidder must provide the following information:
- (i) Name of former public servant;
 - (ii) Conditions of the lump sum payment incentive;
 - (iii) Date of termination of employment;
 - (iv) Amount of lump sum payment;
 - (v) Rate of pay on which lump sum payment is based;
 - (vi) Period of lump sum payment including start date, end date and number of weeks; and
 - (vii) Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

- A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.
- B. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Mandatory Site Visit

- A. It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 700, place Leigh-Capreol, Dorval, Québec H4Y 1G7 on June 28, 2021. The site visit will begin at 10h00 Eastern Time, at the main entrance.
- B. Bidders must communicate with the Contracting Authority no later than June 23, 2021 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation

2.7 Bid Challenge and Recourse Mechanisms

- A. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- B. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](https://buyandsell.gc.ca/) (<https://buyandsell.gc.ca/>) website, under the heading "[Bid Challenge and Recourse Mechanisms](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms)" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>) contains information on potential complaint bodies such as:
 - (i) Office of the Procurement Ombudsman (OPO); and
 - (ii) Canadian International Trade Tribunal (CITT).
- C. Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- A. Canada requests that bidders provide their bid in separately bound sections as follows:
 - Section I: Technical Bid: 2 hard copies
 - Section II: Financial Bid: 1 hard copy
 - Section III: Certifications: 1 hard copy
 - Section IV: Additional Information. : 1 hard copy
- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- C. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:
 - (i) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

D. In accordance with the Treasury Board Contracting Policy and the Accessible Canada Act, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this Statement of Work (SOW) and must, if applicable:

- (i) Demonstrate how the bidder's proposed goods and/or services meet the accessibility requirement at delivery; or
- (ii) Describe how the bidder would deliver its goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

3.2 Substantial Information

A. Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found:

- (i) Attachment to Part 4 titled "Evaluation Criteria"

3.3 Section I: Technical Bid

- A. In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- B. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.4 Section II: Financial Bid

A. Bidders must submit their financial bid in accordance with the Attachment to Part 3 titled "Pricing Schedule".

3.4.1 Electronic Payment of Invoices - Bid

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the attachment titled "Electronic Payment Instruments", to identify which ones are accepted.
- B. If the attachment titled "Electronic Payment Instruments" is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.4.2 Exchange Rate Fluctuation

- A. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.5 Section III: Certifications

- A. Bidders must submit the certifications and additional information required under Part 5.

3.6 Section IV: Additional Information

- A. In Section IV of their bid, bidders should provide:
 - (i) A completed, signed, and dated Page 1 of this solicitation or final solicitation amendment;
 - (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and e-mail address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
 - (iii) For the article in Part 2 titled "Applicable Laws" of the bid solicitation: the province or territory if different than specified; and
 - (iv) Any other information submitted in the bid not already detailed.

ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

1. General

- A. Bidders are requested to complete the following Pricing Schedule and include it in the bid. At a minimum, the Firm Price or Rate for each Item must be submitted.
- B. All prices and costs must be submitted in Canadian Dollars, Canadian customs duties and excise taxes included, Delivered Duty Paid (DDP), Applicable Taxes excluded.
- C. The estimated number of resources has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.

2. Period of the Contract: one firm year and four optional years

List of the hours by category of employee

Prepare 5 lists, one list for each year of the contract.

2.1 Periodic maintenance

	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ESTIMATIF COST
1	Administration fees	Month	%	12	\$
2	REGULAR STAFF				
	Chief of exploitation (electrician)	Hour	\$	2080	\$
	Overtime	Hour	\$	200	\$
	Mechanical technician	Hour	\$	2080	\$
	Overtime	Hour	\$	80	\$
	Handyman	Hour	\$	2080	\$
	Overtime	Hour	\$	80	\$

2.2 Repairs: task authorization

3	IRREGULAR STAFF				
	Construction's electrician	Hour	\$	120	\$
	Overtime	Hour	\$	10	\$
	Plumber	Hour	\$	30	\$
	Overtime	Hour	\$	10	\$
	Refrigerating engineer	Hour	\$	20	\$
	Overtime	Hour	\$	10	\$
	Labourer	Hour	\$	1000	\$
	Overtime	Hour	\$	100	\$
	Painter	Hour	\$	100	\$
	Overtime	Hour	\$	25	\$
4	Materials (provisional sum)		\$	30,000.00	\$
5	Percentage of profit on materials		%		
6	Taxes		%		
ESTIMATED ANNUAL AMOUNT FOR ALL SERVICES					\$

2.3 Total for the contract period

Contract Year	Periodic maintenance	Repairs: task authorization	Total
1 st firm year			
1 st optional year			
2 nd optional year			
3 rd optional year			
4 th optional year			
Total			

ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

A. The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only); and

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- A. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- B. An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

- A. Mandatory technical evaluation criteria are included in the Attachment to Part 4 titled "Evaluation Criteria".

4.1.2 Financial Evaluation

- A. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection – Lowest Evaluated Price, Mandatory Technical Criteria

- A. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

In addition of satisfying the information contained in the technical operating specifications, the proposal must meet all mandatory technical criteria's specified below. Also, the tendered must demonstrate in his proposal that he meets each of these mandatory criteria's.

If the experience presented is not supported by additional data that describes where and how it was acquired, the experience will not be taken into account during the evaluation stage.

The number of years of experience indicated in the mandatory criteria is calculated until the closing date of the Request for Proposal.

1. Mandatory evaluation criteria is:

Mandatory Criteria	Criteria met		Criteria met		For evaluation purposes only		
	Yes Example 1 (please indicate the pages of the proposal confirming compliance with the criteria)	No	Yes Example 2 (please indicate the pages of the proposal confirming compliance with the criteria)	No	Compliant	Non-Compliant	Comments
<p>The bidder must have at least three years of experience in the last five years in maintaining the systems and facilities of large buildings whose operations and surface area are similar to those of TC, at least 6000 square meters.</p> <p>Reference(s) indicating three years' experience in the last five years of the firm. References could be verified.</p>							
<p>The bidder must provide skilled workers with the competency required for each job category set out in the statement of work – Annex A..</p> <p>A table clearly breaking down the employees as follows:</p> <p>1- Permanent team 2- Employees for work on</p>							

<p>request and vacancy replacements For each of them, provide their résumé AND (if applicable) Competency cards, licences, diplomas, courses, etc.</p>							
<p>The bidder must appoint an employee from the permanent team to serve as “team supervisor”.</p> <p>The résumé of the team supervisor appointed to the project indicating the skills, experience and knowledge required set out in the statement of work – Annex A.</p>							

2. Experience and past performance obligation of the contractor

The tender must provide evidence of its experience and its past performance, mentioning contract references (one or many) it has performed satisfactorily, until the date of submission.

	Reference #1	Reference #2
Name of organization or business customer		
Name and title of contact person		
Phone number and email address of the contact person		
Location Contract		
Contract Value		
Period of the contract (month and year)		

Description of contract		
For Evaluation Purposes Only		

The references provided by the bidder may be verified. Transport Canada reserves the right to verify the information accurate and complete, and if the reference data clients are satisfied with services received. If the information cannot be verified or if the services have proved unsatisfactory, the proposal could be considered inadmissible and dismissed.

The tender must ensure that the contact person is the fact that it offers the services it offered and is ready to be referenced. The technical evaluation team will attempt to contact the person in reference given by the bidder during the technical evaluation period, between 8:00 and 16:00, local time. If the customer given in reference provides no reference, the bidder's proposal could be deemed non-compliant and could not be considered for further evaluation.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1 General

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.
- C. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.2 Certifications Required with the Bid

- A. Bidders must submit the following duly completed certifications as part of their bid.

5.2.1 Integrity Provisions - Declaration of Convicted Offences

- A. In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.3 Certifications Precedent to Contract Award and Additional Information

- A. The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.3.1 Integrity Provisions - Required Documentation

- A. In accordance with the section titled "Information" to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.3.2 Federal Contractors Program for Employment Equity - Bid Certification

- A. By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).
- B. Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.
- C. Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>) list during the period of the Contract.

- D. The Bidder must provide the Contracting Authority with a completed attachment titled “Federal Contractors Program for Employment Equity - Certification”, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.3.3 Status and Availability of Resources

- A. The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.
- B. If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.3.4 Education and Experience

- A. The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

ATTACHMENT 1 TO PART 5 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

1. I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.
2. For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) - Labour's \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) website.
3. Date: _____ (YYYY/MM/DD) (if left blank, the date will be deemed to be the bid solicitation closing date.)
4. Complete both A. and B.:
 - A. Check only one of the following:
 - () A1. The Bidder certifies having no work force in Canada.
 - () A2. The Bidder certifies being a public sector employer.
 - () A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
 - () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
 - A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - () A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
 - OR
 - () A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
- B. Check only one of the following:
 - () B1. The Bidder is not a Joint Venture.
- OR
 - () B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

- A. Before award of a contract, the following conditions must be met:
- (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses; and
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- B. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- C. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Insurance Requirements

- A. The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in the **Annex C titled "Insurance Requirements"**.
- B. If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

ARTICLES OF AGREEMENT

7.1 Statement of Work

- A. The Contractor must perform the Work in accordance with the annex A titled "Statement of Work".

7.1.1 Task Authorization

- A. The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.1.1 Task Authorization Process

- A. The Technical Authority will provide the Contractor with a description of the task using the Task Authorization Form specified in the Annex D titled "Task Authorization Form".
- B. The TA will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(es) and method(s) of payment as specified in the Contract.
- C. The Contractor must provide the Technical Authority, within two calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- D. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.1.2 Canada's Obligation - Portion of the Work - Task Authorizations

- A. Canada's obligation with respect to the portion of the Work under the Contract that is performed through TAs is limited to the total amount of the actual tasks performed by the Contractor.

7.2 Standard Clauses and Conditions

- A. All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

- A. [2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

- A. The following Supplemental General Conditions apply to and form part of the Contract:

- i. 4012 (2012-07-16), Goods - Higher Complexity.

7.3 Security Requirements

- A. The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract:
 - i. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
 - ii. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.
 - iii. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
 - iv. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide attached at Annex E;
 - b. Industrial Security Manual (Latest Edition).

7.4 Term of Contract

7.4.1 Period of the Contract

- A. The period of the Contract is from date of Contract to **[fill in end date of the period]**, inclusive.

7.4.2 Option to Extend the Contract

- A. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- B. Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

- A. The Contracting Authority for the Contract is:

Nabil Hamdane
Senior Materiel and Contracting Officer

Transport Canada
700 Leigh-Capreol Place
Dorval, Quebec
H4Y 1G7

Telephone: 514-242-2449
E-mail address: nabil.hamdane@tc.gc.ca

- B. The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Technical Authority

- A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Position: _____
Address: _____

Telephone: _____
E-mail: _____

- B. The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

- A. By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html) (<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html) (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html>) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

7.7.1.1 Cost reimbursable – Limitation of expenditure

A. The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, and profit, in accordance with the Basis of Payment detailed below, to a limitation of expenditure of \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.

B. For the Work described in the appendix 3 , tables 1 and 2 of the Statement of Work the in Annex A :

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm unit prices for a cost of \$_____. Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.1.2 Firm Unit Prices- Task Authorizations

A. In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid *the firm unit prices in accordance with* the appendix 3 , tables 3, 4 and 5 of the Statement of Work the in Annex A , as specified in the authorized TA. Customs duties are *included* and Applicable Taxes are extra.

B. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure

A. Canada's total liability to the Contractor under the Contract must not exceed \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.

B. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (i) when it is 75% committed; or
- (ii) 4 months before the contract expiry date; or
- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work;

whichever comes first.

C. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment

7.7.3.1 Monthly Payment

- A. Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) all such documents have been verified by Canada; and
 - (iii) the Work performed has been accepted by Canada.

7.7.4 Electronic Payment of Invoices - Contract

- A. The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):
- (i) Visa Acquisition Card;
 - (ii) MasterCard Acquisition Card;
 - (iii) Direct Deposit (Domestic and International);
 - (iv) Electronic Data Interchange (EDI);
 - (v) Wire Transfer (International Only); and
 - (vi) Large Value Transfer System (LVTS) (Over \$25M).

7.7.5 Time and Contract Price Verification

- A. Time charged and the contract price of incidental materials used are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.8 Invoicing Instructions

- A. The Contractor must submit invoices in accordance with the section titled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- B. Each invoice must be supported by:
- (i) A copy of time sheets to support the time claimed;
 - (ii) A copy of the release document and any other documents as specified in the Contract;
 - (iii) A copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - (iv) A copy of the monthly progress report;
- C. Invoices must be distributed as follows:
- (i) The original and 1 copy must be forwarded to the address shown on page 1 of the Contract for certification and payment;
 - (ii) For invoices not claiming any Travel and Living costs, the Contractor may provide, in lieu of a hard copy, a .pdf copy of the original invoice along with any required supporting documentation to the address shown on page 1 of the Contract;

- (iii) By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Technical Authority in its covering e-mail. Invoices claiming Travel and Living costs must be submitted in hard copy in order to provide original receipts, as per Treasury Board regulations.

7.9 Certifications and Additional Information

7.9.1 Compliance

- A. Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

- A. The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>) list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Applicable Laws

- A. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec **or as specified by the bidder in its bid, if applicable**.

7.11 Priority of Documents

- A. If there is a discrepancy between the wordings of any of the documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
 - (i) The Articles of Agreement;
 - (ii) The supplemental general conditions [4012](#) (2012-07-16), Goods - Higher Complexity;
 - (iii) The General Conditions [2035](#) (2020-05-28), General Conditions - Higher Complexity - Services;
 - (iv) Annex A, Statement of Work;
 - (v) Annex B, Security Requirements Check List;
 - (vii) Annex D, Insurance Requirements; and
 - (viii) the signed Task Authorizations (including all of its annexes, if any); and
 - (ix) the Contractor's bid dated **[date to be specified in the resulting contract]**, as clarified on **[date to be specified in the resulting contract, if required]**, and as amended on **[date to be specified in the resulting contract, if required]**.

Option 1: When the contract is to be with a Canadian-based supplier; or

7.12 Foreign Nationals (Canadian Contractor)

- A. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

Option 2: When the contract is to be with a foreign-based supplier.

7.12 Foreign Nationals (Foreign Contractor)

- A. The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.13 Insurance - Specific Requirements

- A. The Contractor must comply with the insurance requirements specified in the Annex C titled "Insurance Requirements". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- B. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- C. The Contractor must forward to the Contracting Authority within 10 days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.14 Government Site Regulations

- A. The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

7.15 Dispute Resolution

- A. The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- B. The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- C. If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

- D. Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>).

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1. Description of Services

1.1 Scope of Service and General Information

Transport Canada is currently seeking a Contractor who can provide the services of a team for the operations, maintenance and minor repairs to the building while ensuring the continued availability of the operational, IT and administrative activities at its regional office at 700 Place Leigh-Capreol, Dorval, Québec H4Y 1G7.

The Contractor's responsibilities with respect to this service include the continuous supply of qualified labour to operate, maintain, modify and repair (minor repairs resulting from preventive maintenance) the mechanical, electrical, and architectural systems of the building.

Maintenance activities are predetermined by various preventive maintenance systems . Work instructions originate from Transport Canada (TC).

These services entail a commitment by the Contractor to achieve results in terms workers and workmanship quality as well as the proper functioning of the equipment.

The Contractor's team leader is responsible for this work.

The Contractor must hold a valid general contractor's license issued by the Régie du Bâtiment du Québec (RBQ). The Contractor must also hold a valid electrical contractor's license, also issued by the Régie du Bâtiment du Québec (RBQ).

This contract will cover a 1-year period with the possibility of 4 option years.

Option Years:

The extension years are subject to the provision of written notice of the request for extension by Transport Canada, within sixty (60) days prior to the date of completion of the contract. Provide prices for the option years in accordance with Appendix 3 of the tender document.

1.2 Description of Duties

The Contractor is responsible for providing the necessary workers to perform the maintenance, operations, modification, and minor repairs resulting from preventive maintenance as defined in this section and pre-authorized by the Transport Canada representative.

This contract is intended as a minimum standard by which the Contractor must abide and in no way constitutes the limit of the Contractor's responsibilities and obligations.

Staff will be responsible for the operational aspects of the building, responding to calls for service from Transport Canada, performing planned and unplanned preventive maintenance, repairs with or without planning, modifications, repairs with or without detailed work procedures, which may be provided by the Transport Canada representative.

Preventive maintenance services seek to ensure the maintenance of technical components based on a maintenance procedure recommended by manufacturers using specialized labour and specific equipment and materials. This preventive maintenance work is usually performed according to an established schedule.

Repair and modification services aim to repair, maintain, and improve Transport Canada facilities using specialized labour, equipment, and materials specific to Transport Canada's needs.

The Contractor shall provide and coordinate the various services and activities described in this contract through their Team Leader. The Contractor shall ensure that services and workers are available whenever required.

The Contractor shall ensure the continuous and timely availability of workers to meet TC's needs. Such availability shall include, but not be limited to, the following:

Implementing mechanisms for rapid response to requests pre-approved by Transport Canada;

Ensuring that Transport Canada is informed in a timely manner of actions taken in relation to its requests;

Implementing mechanisms to maintain ongoing and effective communication between the Contractor and Transport Canada;

Providing the workers required to meet Transport Canada's pre-determined regular schedule at all times.

Fire and security systems: fire alarm system, sprinkler system, emergency exit lighting, emergency battery pack lighting - monthly testing and annual code-prescribed inspections and tests are performed by a local company.

Fire extinguishers - annual inspection, testing and replacement of fire extinguishers are outsourced to another service provider.

Generator set: monthly and annual inspections and tests are outsourced to another service provider.

Elevators and freight elevators: inspections and maintenance are outsourced to another service provider.

1.3 Required Regular Personnel

The Contractor is responsible for keeping workers available as specified in these specifications.

Employees must be present **at all times** in the building according to the schedules provided in the specifications and respecting the qualifications required to perform the work of the scheduled shift.

The Contractor shall be responsible for arranging replacement systems for their employees. The Contractor shall therefore comply with the needs and obligations described in the sections of these specifications.

Employees selected by the Contractor as replacements must possess the same skill and experience requirements as those set out in the specifications, meet safety requirements and be pre-approved by Transport Canada. The Contractor shall provide a list of replacement employees to the Transport Canada representative, keep it up to date and submit it to the Transport Canada representative once a month.

In the event that, under exceptional circumstances, the Contractor can only provide back-up by a member of the regular overtime team, this overtime will be at the Contractor's expense and fully covered by the Contractor. The operational team consists of:

- One (1) team leader
- One (1) stationary machinery mechanic
- One (1) labourer

1.3.1 Team Leader

One (1) team leader:

The team leader must have at least a Diploma of Vocational Studies in building mechanical engineering. From the date of obtaining their diploma, they must have at least 5 years of relevant and verifiable experience within the last 10 years in Canada in the operations of a building with a surface area of more than 6000 m² and a number of occupants of 500 including the operation of chilled water-cooling equipment and cooling towers. They must be familiar with pneumatic control systems. They must be familiar with and know how to use building automation systems as well as computerized preventive maintenance operating systems. They must be able to obtain and maintain a security screening for reliability status. The team leader must also possess at least 2 years of relevant and verifiable experience in personnel management.

Or

In the absence of a diploma, possess at least a valid Canadian certificate in stationary engine mechanics. From the date of obtaining their diploma, they must have at least 10 years of relevant and verifiable experience within the last 15 years in Canada in the operations of a building with a surface area of more than 6000 m² and a number of occupants of 500 including the operation of chilled water-cooling equipment and cooling towers. They must be familiar with and master pneumatic control systems. They must be familiar with and know how to use building automation systems as well as computerized preventive maintenance operating systems. They must be able to obtain and maintain a security screening for reliability status. The team leader must also possess at least 2 years of relevant and verifiable experience in personnel management.

They will lead the operations and maintenance team and perform some maintenance and repair work themselves from time to time. They will enter data into the preventive maintenance system and retrieve tasks for distribution to their staff.

They will be required to write reports. They will also need to be autonomous and possess leadership skills and team spirit. They will be the primary contact and technical support to the Transport Canada representative.

1.3.2 Stationary Engine Mechanic

One (1) Maintenance Mechanic:

The mechanic must have at least a Diploma of Vocational Studies in Stationary Engine Mechanics issued by a recognized Canadian institution as well as a 4B license completed and valid in Canada. From the beginning of the validity of this license, they must demonstrate a minimum of 5 years of verifiable relevant experience in Canada within the last 10 years in the operations of buildings with ventilation systems, including the operation of chilled water-cooling equipment and cooling towers. They must be familiar with pneumatic control systems. They must be familiar with and know how to use building automation systems. They must be able to obtain and maintain a security screening for reliability status.

Or

The mechanic must have at least a Diploma of College Studies in Building Mechanical Engineering from a recognized Canadian institution. From the beginning of the validity of this license, they must demonstrate a minimum of 2 years of verifiable relevant experience in Canada within the last 5 years in the operations of buildings with an HVAC system, including the operation of chilled water-cooling equipment and cooling towers. They must be familiar with pneumatic control systems. They must be familiar with and know how to use building automation systems. They must be able to obtain and maintain a security screening for reliability status.

Or

The mechanic must have at least a Diploma of Vocational Studies in Electromechanics issued by a recognized Canadian institution. From the date of obtaining their diploma, they must demonstrate a minimum of 5 years of verifiable relevant experience in Canada within the last 10 years in the operations of buildings with an HVAC system, including the operation of chilled water-cooling equipment and cooling towers. They must be familiar with pneumatic control systems. They must be familiar with and know how to use building automation systems. They must be able to obtain and maintain a security screening for reliability status.

Or

The mechanic must have at least a Diploma of Vocational Studies in Industrial Mechanics issued by a recognized Canadian institution. From the date of obtaining their diploma, they must demonstrate a minimum of (5) years of verifiable relevant experience in Canada within the last 10 years in the operations of buildings with an HVAC system, including the operation of chilled water-cooling equipment and cooling towers. They must be familiar with pneumatic control systems. They must be familiar with and know how to use building automation systems. They must be able to obtain and maintain a security screening for reliability status.

Or

The mechanic must have at least a Journeyman Refrigeration Operator Card issued by the Commission de la construction du Québec (CCQ). From the date of obtaining their journeyman's certificate, they must demonstrate a minimum of 5 years of verifiable and relevant experience within the last 10 years in Canada in the operations of a building with an HVAC system, including the operation of chilled water-cooling equipment and cooling towers. They must be familiar with pneumatic control systems. They must be familiar with and know how to use building automation systems. They must be able to obtain and maintain a security screening for reliability status.

They will perform preventive maintenance, modifications, and repairs in all areas of mechanics.

- With proper operation of the equipment, they will ensure continuous comfort for the occupants in accordance with current standards and the reliability of the computer equipment room's operation.
- They will enter data into the preventive maintenance system and write reports.
- They will respond to service calls.
- They will work according to the schedule set out in this contract.

1.3.3 Labourer

One (1) Labourer

The labourer must have at least a Diploma of Vocational Studies in General Building Maintenance issued by a recognized Canadian institution. From the date of obtaining their diploma, they must demonstrate a minimum of 5 years of relevant and verifiable experience over the last 10 years in Canada in building maintenance. They must be able to obtain and maintain a security screening for reliability status.

Or

In the absence of a diploma, the labourer must have a minimum of 10 years of relevant and verifiable experience in Canada in building maintenance. They must be able to obtain and maintain a security screening for reliability status. General knowledge of plumbing, mechanics, carpentry and welding and the appropriate manual skills for the work involved are required.

They will assist the maintenance mechanic in performing preventive maintenance and repair tasks, in addition to performing their own physical maintenance of the building.

They will respond to service calls.

1.4 Emergency Service (Stand-By)

Emergency service (stand-by) shall be provided by the Contractor 365 days a year during the hours when Transport Canada administrative staff is absent, i.e., from 4:00 p.m. to 7:00 a.m. Monday to Friday inclusively, and 24 hours a day on Saturdays and Sundays and on statutory holidays, for the duration of the contract, to ensure adequate coverage for any emergency situation that may arise and that relates to the operations and maintenance of the building.

This emergency service (stand-by) shall be handled by the team leader (or their designated replacement) directly, via a cell phone that will be provided by the Contractor. The cell phone number shall be provided to the Transport Canada representative prior to the first day of the official start of the contract.

The team leader (or their designated replacement), after receiving direction and authorization from the Transport Canada representative on duty, shall be able to take appropriate action to resolve, on a permanent or temporary basis, any problem situation that may present a risk to Transport Canada operations.

If necessary, a replacement can be used to fill in for the team leader as part of the emergency service. However, this replacement must have the knowledge of the operations of the site, the aptitudes and the abilities required for this purpose.

Transport Canada reserves the right to refuse to allow the emergency service to be performed by an employee designated by the Contractor if Transport Canada determines that such employee does not have the required qualifications to properly perform the emergency service. Transport Canada's decision is final, and the Contractor shall comply immediately.

For emergency calls, the Contractor will be reimbursed for the time required for the travel of the employees called back to work, as well as the time actually worked or a minimum of three (3) hours at the rate of Block #2 of Appendix 3.

For travel time, a maximum of one (1) hour per employee may be claimed per occasion and this hour will cover transportation to and from work.

The Contractor shall also provide a work call-back service for their employees responsible for the operations and maintenance of the facilities to address urgent situations and problems outside of TC's normal business hours.

These call-backs are generally the result of the emergency service described above.

No standby pay will be reimbursed by TC for other employees affected by the callback service.

1.5 Relief Team

As part of this contract, the Contractor shall maintain a team of back-up technicians. This team shall consist of a minimum of one mechanic, one electrician and one labourer. This team could be called upon to replace, at short notice and without limitation, absences, vacations, sick leaves, OHS cases, etc.

This team must be made up of personnel with the same profiles as those described in section 1.3 of the specifications. The Contractor shall provide a list of this personnel once a month with their monthly report. The training and

maintenance of this team is the responsibility of the Contractor, at their own expense, according to section 2.4 of this contract, including the break-in period. If an employee of the Contractor's relief team leaves during the course of the contract, the Contractor is required to notify Transport Canada immediately and arrange for a replacement within 30 days of their departure. The replacement's training will be at the Contractor's expense.

No standby pay will be refunded by TC for this service.

2.0 Special Conditions

2.1 General Information

The Contractor will be reimbursed for hours completed in relation to these specifications upon presentation, to the TC representative, of the invoice, the reports required by these specifications and the time sheets signed by Transport Canada. In these specifications, Transport Canada has identified certain reports to be provided. This list may be subject to change during the course of the mandate according to the needs of the contract. The Contractor shall comply with any new report requests that may be made by Transport Canada and provide them with the monthly invoice or report.

Hours of work for the maintenance, modification, operation, and repair work stipulated in these specifications will be performed and reimbursed at regular rates based on the hourly rates as set out in Block # 1 of Appendix 3.

These hourly rates may be increased in accordance with the Contractor's percentage for administration fees and profits, as set out in Block # 4 of Appendix 3.

The hours set out in Block #1 are approximate and may vary from trade group to trade group. Block # 1 shall be processed as a whole, with the total amount in Block # 1 not to be exceeded over a one (1)- year-period.

Hours of work for overtime maintenance, modification, operation, and repair work will be performed and reimbursed according to the hourly rates as set out in Block # 2 of Appendix 3.

Overtime must always be pre-authorized by the Departmental Representative.

These hourly rates may be increased in accordance with the Contractor's percentage for administration fees and profits, as set out in Block # 4 of Appendix 3.

The hours set out in Block # 2 are approximate and may vary from trade group to trade group. Block # 2 shall be processed as a whole, the total amount of block # 2 cannot be exceeded over a one-year-period.

Block # 2 is subject to the cost-of-living index during the option years.

This rate may be increased in accordance with the Contractor's administration fee and profit percentage as set out in Block # 4 of Appendix 3.

Block # 3 is not subject to the cost-of-living index during the option years.

The percentage for profits and administration established by the Contractor in Block #4 of Appendix 3, includes all management and implementation costs incurred by the Contractor in relation to the work included in these specifications. This includes, but is not limited to, the following costs: cost of clerical staff, manager(s), clothing for the on-site operation and maintenance crew and their personal protective equipment, postage, telephone, courier, accounting, and any other costs related to the Contractor's activities.

The Contractor shall be responsible for all administrative activities related to the implementation of the contract, including invoicing.

The Contractor is responsible for all management and invoicing activities related to the contract. Transport Canada does not pay any direct costs for these activities, which are to be included in the administration and profit fee paid as a percentage of the cost of services, as set out in Appendix 3.

Block # 4 is not subject to the cost-of-living index during the option years.

2.2 Workplace Familiarization

By submitting a tender, the Contractor acknowledges having noted the particularities and roles of the building to be operated. Any failure on the part of the Contractor to do so will be considered a default under the contract and the contract may be terminated.

The Contractor and all the employees named in the list must all be familiar with the building and the equipment related to the contract (see the "training" section in article 2.4).

2.3 Safety Requirements

In addition to the safety requirements set out in the contract, the contractor will be required to sign the attendance register upon entering and leaving the site.

The identification card issued by the building security service must be visible at all times.

The contractor must comply with all safety measures regarding fire and accident hazards recommended by national and provincial codes and prescribed by the authorities having jurisdiction over the equipment, methods, and work habits. The Contractor agrees to comply with the safety requirements established for this building by the Transport Canada representative.

2.3.1 Non-Certified Employees

If the Contractor sends an employee who is not certified to the level of security required to perform the work or their shift, the Contractor shall notify Transport Canada at least 24 hours in advance and use a security guard. The non-certified employee will be accompanied at all times, at the Contractor's expense.

The Contractor, in such a case, will have to pay a minimum of 4 hours of salary to the security guard. The invoice amount received from the security agency for this service will be deducted from the next invoice. The Contractor has the obligation to use the services of the security service authorized by the Government of Canada.

2.3.2 Security Screening

The contractor agrees to read and comply with the security policy: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>.

The Contractor and their firm's representatives, their employees and their subcontractors must comply with the building's safety regulations.

At no time shall the Contractor remove materials and equipment from the TC building without the written authorization of the Transport Canada representative.

At all times, the Contractor's employees and/or subcontractors must wear, in a clearly visible manner, an identification card issued by Transport Canada.

Except for those persons who are part of the operating team and are deemed to be on duty, for safety reasons, other employees of the Contractor and their subcontractors will be prohibited from moving off the site of their work or within the building without escort, without the permission of the Transport Canada representative.

The Contractor shall obtain all required identification cards from Transport Canada and return all such cards to Transport Canada no later than the date of completion of the work, for additional services, or upon completion of this contract.

The Contractor shall issue a cheque in the amount of \$35.00 to the Receiver General for Canada for each card not returned within five (5) days of the date of completion of the work.

2.4 Training and Break-In

Prior to the start of the contract, the Contractor's employees will be required to undergo training in order to be familiar with the operations of the building and its components. The training will be given by the outgoing supplier.

The costs related to the time (salary) of the employees of the operating team and replacement employees (Sec. 1.5) during this training will be at the Contractor's expense. See the training plan in Appendix 1.

The Contractor shall ensure to have on site all the employees who will form the operating team as well as the relief team employees.

All new Contractor employees joining the operating team and relief employees during the course of the contract will be required to complete the training period prior to taking up their positions. This training will then be given by the team leader under the direction of the Departmental Representative.

The costs related to the time (salary) of new employees joining the operating team and of replacement employees joining the team during the course of the contract will be at the Contractor's expense.

During the training or break-in period, an employee of the Contractor cannot work alone in the building. Consequently, the Contractor shall provide, at their own expense, an employee fully capable of working alone to accompany them. This statement will not be applicable for the first 3 months of the contract in order to allow the Contractor to become familiar with the site. After this period, Transport Canada will apply this rule, without possibility of appeal by the Contractor.

The number of training hours listed in Appendix 1 is estimated and may vary. It may be more or less depending on the individual's ease of understanding.

New employees of the Contractor will be required to complete a day break-in period with the team leader, according to the team leader's regular schedule of 8 hours per day, Monday to Friday. The Contractor will be responsible for supervising the missing hours, i.e., the weekend hours and/or the week period between the end of the team leader's shift and the arrival of the mechanic of the new relief shift at their own expense. This break-in period will allow the evaluation of the quality and abilities of the Contractor's employee. This break-in period may vary according to the quality of the candidates but may not exceed 3 months. The end of the break-in period is subject to evaluation and acceptance by Transport Canada. During this break-in period and when the team leader is not present on site, the employee in question may never remain alone in the building and must be accompanied at all times by a regular, permanent, and fully trained employee of the Contractor, at the Contractor's expense. At no time may an employee who has not completed the break-in period be assigned alone on the site. If, for functional reasons, this eventuality must be resorted to, the Contractor shall assign, at their expense, a second fully trained employee to accompany them. In this case, the maximum break-in period may be extended to 6 months, at the discretion of Transport Canada. At no time will the Contractor be reimbursed for overtime required by the presence of the second employee.

2.5 Workers

Workers will be provided by the Contractor and shall be fully qualified to maintain the equipment in good operating condition in accordance with the original manufacturer's specifications.

All trades workers assigned to the contract shall have the relevant experience, qualifications and valid credentials required for their respective trade as described in 1.3. Required documentation demonstrating that employees meet the above requirements must be submitted to Transport Canada at the beginning of the contract and prior to commencement of employment, in the case of employees joining the contract during the course of the mandate.

In the event that an employee of the Contractor is declared unfit to adequately perform their duties, Transport Canada, through its on-site representative, reserves the right to request the Contractor to replace the employee concerned within 24 hours and to immediately remove such employee from 700 Leigh-Capreol, Dorval, Québec, without further notice. Transport Canada's decision will be final. The Contractor shall make up for the absence of this employee immediately.

Only qualified employees with appropriate certification will be permitted to perform the work in the mechanical and electrical disciplines.

The Contractor shall ensure that their employees are supervised to ensure appropriate personal attire and that movement in the buildings be restricted to the specific requirements of the work to be performed.

The Contractor shall submit and maintain a complete list of their personnel working at the TC building which includes the following information:

- Last name and given name
- Full address
- Home telephone number
- Security clearance file number
- Any other information required by Transport Canada.
- Proof of the required security clearance

This information must be included in the reports to be provided monthly.

A vacancy left as a result of the following shall be filled on a permanent basis by the Contractor within 30 days of the employee's departure:

- Employees who leave voluntarily for other employment
- Employees who are dismissed or laid off by the Contractor
- Personnel dismissed or laid off as a result of the application of Section 2.5, inability to perform the work.
- Extended OHS case (more than 30 days)
- Prolonged illness (more than 30 days)
- Personal leave of more than 30 days
- Any other case where the duration of the assessed or expected absence is more than 30 days.

In other cases, the Contractor must make up the hours to work with their internal staff or with their relief team. No overtime will be paid to the Contractor by Transport Canada to compensate for regular contract hours when the Contractor uses their internal or relief team. The Contractor shall ensure full coverage of the hours to be worked at all times.

The Contractor is obligated to notify Transport Canada in writing (by email) for each change they make to the schedule prior to the change being made. This notice shall include the name of the absent employee, the name of the person replacing the employee, the shift being replaced and the reason the employee is being replaced. A summary table must be provided with the monthly report.

2.6 Instructions

The Contractor shall receive and comply with any work instructions or directions from the designated Transport Canada representative. When necessary, the Contractor shall forward all documents relevant to the performance of the contract to the building administrator at 700 place Leigh Capreol, Dorval.

2.7 Work Schedule

2.7.1 Regular Work Schedule

The regular work schedule for the team leader, stationary engine mechanic and labourer will be from 7:00 a.m. to 4:00 p.m. Monday to Friday inclusive, except holidays, for a total of 40 hours per week per employee. There will be one unpaid hour for lunch and two paid fifteen-minute breaks.

2.7.2 Hours Worked Outside of Schedule or Overtime

All overtime work must be pre-approved by the Transport Canada representative.

All hours worked outside of the regular work schedule will be compensated at overtime rates as set out in Block #2 of Appendix 1.

For work call-backs, the Contractor will bill the time required for the travel of the employee called back to work, as well as the time actually worked. For travel time, a maximum of one (1) hour per employee may be claimed per occasion and this hour will cover transportation to and from work. The price will be that indicated in block # 2 of Appendix 1.

2.7.3 Recognized Holidays

New Year's Day, Good Friday, Easter Monday, Patriots' Day, Saint Jean-Baptiste Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas, Boxing Day.

2.8 Register

The Contractor shall keep a register of daily activities in the building at all times, in which they will record the work performed. This register shall be and remain the exclusive property of Transport Canada. The Contractor is also required to complete the operations logbook.

2.9 Reports, Certificates and Worksheets

The Contractor shall complete the work orders provided to them and submit them to Transport Canada upon completion. The Contractor will be required to record all information relevant to the work just completed. The Transport Canada representative will keep a copy signed by the Contractor. On a monthly basis, the Contractor shall review the work orders that have been completed, those that are pending, those that have not been started and those that are in progress and submit this information in the monthly report to Transport Canada.

The Contractor shall provide a written report within 24 hours of an incident requiring emergency repair and/or causing Transport Canada systems shutdown, detailing the causes and proposed solutions.

The Contractor will be required to provide, on a monthly basis, an activity report and a management report on the Contractor's activities performed for TC. They should include, but not limit themselves to, activities related to preventive and corrective maintenance actions, service calls, work in progress management, initiatives, training activities, emergency simulation exercises, etc. These reports will serve as a basis for discussion at a monthly meeting between the contractor's management team and Transport Canada's management team.

As part of this contract, the Contractor is required to conduct employee training and maintain a training log. The training log is provided by Transport Canada and remains its sole property. The team leader must complete the register by entering the requested information and have it signed by the employees concerned.

2.10 Quality Control

Although Transport Canada periodically reviews the Contractor's work, this does not relieve the Contractor of their responsibility to perform the work in accordance with the contract documents. The Contractor shall perform their own quality control to ensure compliance of the work with their documents.

Only work completed to the full satisfaction of Transport Canada will be accepted, not only with respect to safety, efficiency, and durability, but also with respect to accuracy of detail and good performance.

2.11 Files

The Contractor shall keep all documents relevant to the performance of their contract, including a copy of the contract, at the site. These documents shall be kept in the team leader's office and shall remain accessible for consultation by Transport Canada.

2.12 Uniform

All the Contractor's employees shall wear a clean, uniform-coloured shirt with the Contractor's logo at all times on the work site.

The costs related to staff apparel are the responsibility of the Contractor.

2.13 Repairs and Defects

The Contractor is responsible for minor repairs resulting from preventive maintenance or adjustments to equipment or systems, if performed by their employees.

When repairs are made by the Contractor, any defective part that has been replaced must be left on the premises for verification and recorded on the daily report.

2.14 Preventive Maintenance Planning

The Contractor and their staff will perform preventive maintenance tasks according to the maintenance management system and planning in place in this building. Schedules must be closely followed. Any delays in the completion of preventive maintenance must be reported to Transport Canada. An explanation must be provided.

2.15 Minimum Standards

Meet or exceed the requirements of the minimum acceptable standards of the various relevant federal, provincial, and municipal codes and legislation such as the National Building Code, National Fire Code, National Plumbing Code of Canada, Canadian Electrical Code, Canadian Construction Safety Code and provincial construction safety act or other applicable legislation on TC property.

2.16 Materials and Tools

2.16.1 Replacement Equipment/Parts

Any replacement of parts must be authorized in advance by the Transport Canada representative.

Transport Canada will provide the equipment to perform the work. The Contractor, following the request of the TC representative, will have to evaluate the quantity required and submit this information.

The parts must be provided by the Contractor, must be original, compatible with the equipment in place, according to the manufacturer's recommendations.

TC has an equipment warehouse in which the Contractor will be able to source parts for the requirements of the contract. The Contractor agrees to abide by the regulations relating to the use of the warehouse, where applicable.

2.16.2 Tools

The basic small standard hand tools will be provided by Transport Canada. The Contractor will be provided with the tools and an inventory which they will have to validate and accept with their signature. The Contractor will then become responsible for this inventory and must replace at their own expense all tools that are missing without delay during the course of the contract. Only broken or defective tools will be replaced at Transport Canada's expense.

Broken or defective tools must be returned to Transport Canada before being replaced.

The Contractor will update the tool inventory annually for the approval by the Departmental Representative.

The Contractor shall be responsible for any damage and loss of materials, equipment and tools provided by Transport Canada caused by the Contractor, their employees, and subcontractors.

Computer equipment required for the performance of the work shall be provided by Transport Canada.

2.17 Protection of Persons and Property

Take all necessary safety measures and precautions to protect persons and property against any accident or damage during the execution of the work referred to in these specifications.

The Contractor shall be explicitly and entirely responsible for any accidents or damage caused to persons and property due to their activities on site.

Special care shall be taken to avoid soiling, scratching, damaging, or hitting facings, finished surfaces by contact with equipment, ladders, scaffolding or any other parts that may be used during the execution of the work. In the event of negligence, the Contractor shall reimburse Transport Canada for damages.

2.18 Premises Cleanliness

Debris accumulation will not be allowed. After each work period, the Contractor shall remove from the premises, all scrap and waste material resulting from the completion of their work. The Contractor shall leave the premises in a clean condition satisfactory to the Transport Canada representative.

2.19 Protective Measures and Warning Signs

The Contractor shall use protective measures and warning signs at every location deemed necessary by the Contractor or Transport Canada, all in order to protect the occupants of the building, including the Contractor's employees. This will be done by installing all necessary materials for the protection of the equipment in place, erecting screens to prevent dust and debris from spreading beyond the work limit, protecting equipment and furniture from dust by covering them with tarpaulins taped to the floor, installing warning signs in all situations where there is a risk of accidental injury (e.g., mandatory goggles/helmet protection, hazard, work, etc.) or at the request of Transport Canada.

All signs, notices and the like must be bilingual and will be provided by Transport Canada at its expense.

2.20 Fire Protection

During all operations, the Contractor shall comply with the “Technical Standards for Fire Protection” of the Fire Commissioner, Human Resources Development Canada, Labour Branch, Fire Safety Division. The latter is the fire safety authority for Transport Canada.

Furthermore, the Contractor shall comply at all times with the requirements of the Transport Canada fire prevention officer and Transport Canada directives.

2.21 Interruptions

Work shall be performed in a manner that does not interfere with the normal operations of building users and shall be performed on a schedule that will cause the least inconvenience to building occupants and users.

In establishing the schedule, cooperate with the Transport Canada representative to ensure that the arrangements made are acceptable to Transport Canada.

Service Interruptions:

- Plan with Transport Canada for service interruptions.
- Co-operate with Transport Canada staff to minimize disruption to their day-to-day operations.
- Prepare a schedule in advance of any work that may interfere with ongoing operations.
- Seek Transport Canada approval of the schedule.
- Provide 72 hours written notice to Transport Canada before cutting off access to existing facilities, areas or corridors or interrupting mechanical or electrical services, and await Transport Canada approval before proceeding.
- Minimize the duration of service interruptions.
- Protect existing services in an appropriate and safe manner and in the event of a breakdown, make all necessary repairs without delay and to the satisfaction of Transport Canada.
- In order to minimize the impact of interruptions, install bypasses, bridging, alternative power sources, etc.

2.22 Labour Code

Transport Canada applies the Canada Labour Code in its facilities. The Contractor's employees shall comply with it.

2.23 Occupational Health & Safety

See section 6

Ensure that the Contractor's crew applies the health and safety directives issued by Transport Canada.

2.24 Workplace Hazardous Materials Information System (WHMIS)

The Contractor shall comply with federal and provincial WHMIS legislation. The Contractor's responsibilities include, but are not limited to, the following tasks:

- Ensure proper labelling of any controlled products on the site
- Ensure that their own employees are aware of WHMIS and the controlled products. In order to do so, the Contractor shall ensure that all employees have their WHMIS cards. The Contractor shall include this information in their monthly report

- Implement the regulations in force
- Ensure, validate, and control the use of the WHMIS system by their employees.

The Contractor shall demonstrate to Transport Canada that all of their employees assigned to this contract have received WHMIS training and are aware of the requirements of the WHMIS system. Transport Canada may require the replacement of any person if that person does not meet the above requirement or if WHMIS is not implemented in an acceptable manner. WHMIS related training is the responsibility of the Contractor.

WHMIS binders are maintained by Transport Canada. However, when the Contractor's employees receive a new product, they have the obligation to inform the TC representative and report the new sheets to the TC representative. If a Contractor's employee notices that a sheet is missing, then they have the obligation to report this fact to the TC representative.

2.25 Cooperation with other Contractors

The Contractor is required to cooperate fully with other Contractors or workers sent to the work site by Transport Canada.

2.26 Contractor's Space

The Department shall provide the Contractor with such space as the departmental representative deems necessary to enable the Contractor to carry out their duties without undue inconvenience.

The Contractor shall not enter, advertise, or use in any manner whatsoever, for business purposes, the address of any building owned by the Government of Canada.

The Department is not responsible for damage to supplies, materials or equipment kept in the building and belonging to the Contractor, nor for personal effects that are brought into the building by the Contractor's employees.

2.27 Communications

Calling locations including addresses and telephone numbers where the Contractor or their team leader can be contacted or reached at any time of the day or night will be recorded on a list to be provided to the contract administrator and this list will be revised as required by the Contractor.

The Contractor will provide the team leader with a cell phone at the Contractor's expense. If Transport Canada deems it necessary to provide cell phones to other employees, the cost of such cell phones will be borne by Transport Canada.

2.28 Work Language

The work language is French; knowledge of English is an asset.

2.29 Details of Items to be Included in the Monthly Report

The contractor must produce a monthly report and submit it to Transport Canada. The monthly report must contain, at a minimum, the following information:

- Relevant activities of the month
- Work order follow-up
- Priorities for the coming month, and a review of previous month's priorities
- Follow-up on contract amendments
- Names of permanent team members, the status of their training as well as their security clearance
- Employee security clearance tracking chart for those in the process of obtaining their security clearance
- Names of relief team members, the status of their training and security clearance
- Summary of replacements for the month
- Name(s) of person(s) on standby for the coming month

- Contact information for Contractor's employees (Sec. 2.3)
- Any other items that may be added during the course of the contract at TC's discretion. The Contractor acknowledges their obligation to comply with any additional requests from TC.

2.30 Payment

Operations Team

Hours of work following operation, modification, maintenance, and minor repairs performed by the regular on-site crew will be reimbursed upon presentation of a monthly invoice from the Contractor. It must be accompanied by a copy of all time sheets signed by the TC representative, a summary table which must include the hours worked during the month, overtime hours, details of the standby pay and administration fees. This table must include all information and details that were required to produce the invoice. Also provide a copy of all other reports required by Transport Canada.

This invoice must clearly show, in detail, the actual hours worked by the staff. The Contractor's mark-up for administration and profit must be shown separately and must be true to the percentage established by the Contractor in Block # 4 of Appendix 3.

TC will approve this invoice upon receipt of all documents required by the contract and review of all information provided by the Contractor. An erroneous invoice or missing information will result in the rejection of the invoice and the invoice will be returned to the supplier for correction.

APPENDIX 1

TRANSITION PERIOD SCHEDULE

STAGES	SCHEDULE	DESCRIPTION
DAY 1	07:00 to 12:00	Orientation visit of installations of floors and roof. Introduction of the new contractor to customers
	13:00 to 16:00	Reading of the electromechanical systems information manual, from Bouthillette, Parizeau and al.
DAY 2	07:00 to 12:00	Consultation and identification of drawings and reference manuals at the contractor's room
	13:00 to 16:00	Information session on computerized electromechanical systems functioning
DAY 3	07:00 to 12:00	Verification of preventive maintenance statements and information about corrective maintenance statements functioning. Directives on the fulfilling of reports: weekly activities report, material purchase authorization, monthly summary report, air quality report and logbook.
	13:00 to 16:00	Analysis and treatment of water of hydronic systems of different networks.
DAY 4	07:00 to 12:00	Information on operation sequences of electromechanical systems according to Bouthillette, Parizeau and al. manual.
	13:00 to 16:00	Reading of maintenance specifications with intervening parties in the contract: Transport Canada representative, contractor, billing agent, exploitation chief (electrician) and technician
DAY 5	07:00 to 12:00	Outgoing contractor's moving and new contractor's arrangement.
	13:00 to 16:00	Powers transition, delivery of documents and keys and inventory of Minister's own materials.

APPENDIX 2

MATERIAL PURCHASE AUTHORIZATION

Company name and his legal representative			Contract No		
Signature		Date	Tender call No		
Quantity	Unit price	Detail description of goods or products			Price
<u>Justifications and remarks</u>			Total cost of purchase		
				Commission %	
				Sub total	
I DECLARE THAT THE MATERIAL PRICE TAKES INTO ACCOUNT THE DISCOUNT WHICH I GET FROM MY SUPPLIERS				G.S.T..	
Contractor signature			Date	TOTAL	
Administrator signature			Date	Authorization No	

APPENDIX 3

List of the hours by category of employee

Prepare 5 lists, one list for each year of the contract.

	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ESTIMATIF COST
1	Administration fees	Month	%	12	\$
2	REGULAR STAFF				
	Chief of exploitation (electrician)	Hour	\$	2080	\$
	Overtime	Hour	\$	200	\$
	Mechanical technician	Hour	\$	2080	\$
	Overtime	Hour	\$	80	\$
	Handyman	Hour	\$	2080	\$
	Overtime	Hour	\$	80	\$
3	IRREGULAR STAFF				
	Construction's electrician	Hour	\$	120	\$
	Overtime	Hour	\$	10	\$
	Plumber	Hour	\$	30	\$
	Overtime	Hour	\$	10	\$
	Refrigerating engineer	Hour	\$	20	\$
	Overtime	Hour	\$	10	\$
	Labourer	Hour	\$	1000	\$
	Overtime	Hour	\$	100	\$
	Painter	Hour	\$	100	\$
	Overtime	Hour	\$	25	\$
4	Materials (provisional sum)	\$		30,000.00	\$
5	Percentage of profit on materials	%			
6	GST	%			
ESTIMATED ANNUAL AMOUNT FOR ALL SERVICES					\$

ANNEX B - SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Transports Canada	2. Branch or Directorate / Direction générale ou Direction ND
--	---

3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
--	---

4. Brief Description of Work / Brève description du travail
Prévoir l'entretien mécanique du bureau régional de TC à Dorval pour une période de 5 ans.

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?
 No / Non Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?
 No / Non Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?
 No / Non Yes / Oui
 (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.
 No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with **no** overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale **sans** entreposage de nuit?
 No / Non Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
--	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
 If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
 Short Title(s) of material / Titre(s) abrégé(s) du matériel :
 Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS / COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL	<input type="checkbox"/> SECRET / SECRET	<input type="checkbox"/> TOP SECRET / TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT / TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET / NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS / ACCÈS AUX EMBLEMES			

Special comments:
 Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Sophie Gagnon		Title - Titre Agente régionale des Installations	Signature Gagnon, Sophie
Telephone No. - N° de téléphone 514-664-0651	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel sophie.gagnon@tc.gc.ca	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Gerry Babcock		Title - Titre Manager, Cyber Security	Signature Babcock, Gerry L.
Telephone No. - N° de téléphone 613-979-1599	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel gerry.babcock@tc.gc.ca	Date 30 avril 2021
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Signé numériquement par Gagnon, Sophie
 ND : C=CA, O=GC, OU=TC-TC, CN=Gagnon, Sophie
 Reason : J'approuve ce document
 Emplacement : l'emplacement de votre signature ici
 Date : 23-03-2021 09:35:24
 Foxit PhantomPDF Version: 10.0.1

Digitally signed by Babcock, Gerry L.
 Date: 2021.04.30 13:14:30 -04'00'

Security Classification / Classification de sécurité
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ANNEX C - INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

ANNEX D - TASK AUTHORIZATION FORM PWGSC-TPSGC 572



Public Works and Government Services Canada / Travaux publics et Services gouvernementaux Canada

**Annex
Annexe** _____

**Task Authorization
Autorisation de tâche**

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract SI OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat ▶	

For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
--	--	---

Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract. **Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.**

1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Annex
Annexe _____

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date